

THIRD PARTY ACCESS AGREEMENT

IN CONSIDERATION OF [Name of Master Ship Repair Facility]

_____ (hereinafter referred to as the "SDMSR") permitting
[Name of Third Party] and its
officers, agents, employees and subcontractors ("Third Party" or "Third Parties") access
to premises and/or vessels, which are owned, leased, occupied or otherwise under the
care, custody or control of the SDMSR, Third Party agrees as follows:

1. Insurance. Third Party shall keep and maintain in effect, during the entire term of this Third Party Access Agreement, at Third Party's sole cost and expense, the following insurance policies:
 - (a) Comprehensive general liability, broad form property damage and personal injury insurance with coverage to include premises operations, products liability, completed operations hazard, contractual liability (specifically insuring the liability assumed under this Agreement) and independent contractors. Combined bodily injury and property damage insurance shall have minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
 - (b) Comprehensive automobile liability insurance with coverage to include owned, hired and non-owned vehicles. Combined bodily injury and property damage coverage shall have a minimum liability limitation of \$2,000,000 per occurrence.
 - (c) If applicable, ship repairer's legal liability insurance with a minimum liability limitation of \$2,000,000 per occurrence.
 - (d) California Worker's Compensation and Longshore and Harbor Workers' Compensation Act insurance with limits of liability conforming to the statutory requirements of the State of California and the United States of America, respectively, and if applicable, Jones Act coverage with minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

Each such policy shall be underwritten by an insurance company satisfactory to the SDMSR; shall provide that it is primary insurance to and noncontributing with any other insurance carried by the SDMSR; and, shall obligate the insurer to give the SDMSR not less than thirty (30) days prior written notice in the event of policy cancellation or any material change therein. Certificates evidencing such

policies, in a form satisfactory to the SDMSR, shall be delivered to the SDMSR upon the Third Party's execution of this Third Party Access Agreement and renewals thereof sent to the SDMSR at least ten (10) days prior to the expiration of the respective policy terms.

The policies referred to in subparagraph (a) and (b) above shall be endorsed to name the SDMSR as an "additional insured," and the insurance certificates provided to the SDMSR shall so reflect such endorsement. The policy referred to in paragraph (d) shall contain a waiver of subrogation against the SDMSR.

Notices regarding insurance policies shall be provided in writing and shall be deemed delivered five (5) days after deposit in the U.S. Mail, postage prepaid, certified mail and return receipt requested, when addressed to the SDMSR at the address listed above.

The provisions of this Insurance paragraph as to the maintenance of insurance shall not be construed to limit in any way the extent of the Third Party's liability hereunder, nor to fulfill the requirements of this Third Party Access Agreement. Notwithstanding said insurance policies, the Third Party shall be obligated for the full and total amount of any damage, injury, expense or loss.

2. Indemnity. Third Party shall defend, indemnify and hold the SDMSR and its parent, affiliated companies, officers, agents and employees, free and harmless from any and all claims, demands, actions, damages, liabilities and costs (including reasonable attorney's fees) for death or injury to any person or persons and for damage or loss of any property, caused by, arising from or in any way connected with the performance by Third Party of its contract with the Navy, whether such death, injury or property damage is caused in whole or in part by the negligence or other liability of Third Party, including Third Party's subcontractors or vendors, and regardless of whether any such death, injury, or property damage is also caused in whole or in part by the negligence or other liability of the SDMSR or any other party.
3. Regulations for Third Party Access. Third Party agrees to comply with all federal, state, local and SDMSR rules and regulations concerning safety, environmental and security operations while in the SDMSR's facility. The Regulations for Third Party Access for each SDMSR are available at their respective websites and by this reference are incorporated and made a part hereof.
4. Nonwaiver. The failure by the SDMSR to enforce or require full compliance with the terms and conditions of this Third Party Access Agreement shall not be construed to constitute a waiver of the SDMSR's right to enforce or require

compliance, nor shall any such failure operate to release Third Party from its responsibilities hereunder.

5. Non-Interference. Third Party agrees that in performing and fulfilling its respective obligations to the Government, it will not interfere with the performance of the SDMSR's work.
6. Term. The Third Party's obligations hereunder shall commence as of the execution date hereof and shall remain in effect throughout the period that any Third Party is granted access to the SDMSR facility or Vessel.
7. Authority. The individual who executes this Third Party Access Agreement represents and warrants that he/she has the authority to bind Third Party contractually to the terms of this Access Agreement.

IN WITNESS WHEREOF, Third Party has executed this Third Party Access Agreement as of the _____ day of _____, 20____.

THIRD PARTY:

(Signature)

(Name)

(Title or Position)

(Address)

(Phone Number)